

CHINA



MAIL.

Established February, 1845,

"Hongkong Evening Mail and Shipping List." Published every Evening.

With which is incorporated The "Hongkong Evening Mail and Shipping List."

VOL. XXXV. No. 5059. 九百八千一百九十九年九月廿四日

HONGKONG, WEDNESDAY, SEPTEMBER 24, 1879.

己卯八年初九日

PRICE, \$24 PER ANNUM.

AGENTS FOR THE CHINA MAIL.

LONDON:—F. ALGAR, 8, Clement's Lane, Lombard Street, GEORGE STREET & Co., 30, Cornhill, GORDON & GOTCH, Judges' Circus, E. C. BATES, HENDY & Co., 4, Old Jewry, E. C. SAMUEL DRAON & Co., 150 & 154, Leadenhall Street.

PARIS AND EUROPE:—LEON DE ROENY, 19, Rue Monsieur, Paris.

NEW YORK:—ANDREW WIND, 133, Nassau Street.

AUSTRALIA, TASMANIA, AND NEW ZEALAND:—GORDON & GOUX, Melbourne and Sydney.

SAN FRANCISCO and American Ports generally:—BEAN & BLACK, San Francisco.

SINGAPORE AND STRAITS:—SAYLE & Co., Square, Singapore. C. HEINSSEN & Co., Manila.

CHINA:—Macco, Messrs. A. A. de MELLO & Co., SWATOW, CAMPBELL & Co., AMoy, WILSON, NICHOLLS & Co., Kowloon, HEDGE & Co., Shanghai, LANE, CRAWFORD & Co., and KELLY & WALSH, Yokohama, LANE, CRAWFORD & Co.

Banks.

HONGKONG & SHANGHAI BANKING CORPORATION.

PAID-UP CAPITAL, 5,000,000 Dollars. RESERVE FUND, 1,400,000 Dollars.

COUNCIL OF DIRECTORS. Chairman: W. H. FORBES, Esq.

Deputy Chairman: Hon. W. KESWICK.

H. R. BELLIOS, Esq. WILHELM REINER, Esq. H. L. DALMUYLL, Esq. F. D. SASSOON, Esq.

H. HOPFUS, Esq. W. S. YOUNG, Esq. A. McIVER, Esq.

CHIEF MANAGER, Hongkong. THOMAS JACKSON, Esq.

MANAGER, Shanghai. EWEN CAMERON, Esq.

London BANKERS.—London and County Bank.

HONGKONG. INTEREST ALLOWED. On Current Deposit Account at the rate of 2 per cent. per annum on the daily balance.

For Fixed Deposits:—For 3 months, 3 per cent. per annum. " 6 " 4 per cent. " " 12 " 5 per cent. "

LOCAL BILLS DISCOUNTED. Credits granted on approved Securities, and every description of Banking and Exchange business transacted.

Drafts, granted on London, and the chief Commercial places in Europe, India, Australia, America, China and Japan.

T. JACKSON, Chief Manager, Offices of the Corporation, No. 1, Queen's Road East, Hongkong, August 16, 1879.

NOTICE.

ORIENTAL BANK CORPORATION.

THE AGENCY of this BANK at FOOCHEW will be CLOSED and WITHDRAWN from 1st July next.

CURRENT DEPOSIT ACCOUNTS and FIXED DEPOSIT RECEIPTS will be PAID there AT ONCE with INTEREST to Date, or transferred to this Branch at the Exchange of the Day at the option of Constituents.

GEO. O. SCOTT, p. Manager, Oriental Bank Corporation, Hongkong, May 28, 1879.

COMPTOIR D'ESCOMPT DE PARIS.

(Incorporated 7th & 18th March, 1849.)

RECOGNISED by the INTERNATIONAL CONVENTION of 30th April, 1862.

CAPITAL FULLY PAID-UP, £3,200,000. RESERVE FUND, £300,000.

HEAD OFFICE—14, RUE BENOÎTE, PARIS.

AGENTS and BRANCHES at: LONDON, BOURBON, SAN FRANCISCO, MARSEILLE, BOMBAY, HONGKONG, LYON, CALCUTTA, HANKOW, NANTES, SHANGHAI, FOOCHEW.

LONDON BANKERS: THE BANK OF ENGLAND. THE UNION BANK OF LONDON.

The Hongkong Agency receives Fixed Deposits on Terms to be ascertained on application, grants Drafts and Credits on all parts of the World, and transacts every description of Banking and Exchange Business.

R. G. VOULLEMONTE, Manager, Shanghai.

Hongkong, May 20, 1879.

Bank.

ORIENTAL BANK CORPORATION.

(Incorporated by Royal Charter.)

PAID-UP CAPITAL, £1,500,000.

RATES OF INTEREST ALLOWED ON DEPOSITS.

At 3 months' notice 3/4 per Annum. " 6 " 4% " " " 12 " 5% " "

Current Accounts kept on Terms which may be learnt on application.

GEO. O. SCOTT,

Acting Manager.

Oriental Bank Corporation,

Hongkong, September 4, 1879.

CHARTERED MERCANTILE BANK OF INDIA, LONDON & CHINA.

(Incorporated by Royal Charter.)

THE following Rates of Interest are allowed on FIXED DEPOSITS:—

For 12 months, 5 per cent. per annum.

" 6 " 4 per cent. " "

" 3 " 2 per cent. " "

H. H. NELSON,

Manager.

Hongkong, May 31, 1879.

CHARTERED BANK OF INDIA, AUSTRALIA, AND CHINA.

CAPITAL, £800,000.

RESERVE FUND, £150,000.

Bankers.

THE BANK OF ENGLAND.

THE CITY BANK.

THE NATIONAL BANK OF SCOTLAND.

THE BANK'S BRANCH in HONGKONG grants Drafts on London and the Chief Commercial places in Europe and the East; buys and receives for collection Bills of Exchange, and conducts all kinds of Banking and Exchange Business.

RATES OF INTEREST ALLOWED ON DEPOSITS.

On CURRENT ACCOUNTS, 2 per cent. per annum on the daily balance.

On FIXED DEPOSITS.

For 3 months, 3 per cent. per annum.

" 6 " 4 per cent. " "

" 12 " 5 per cent. "

Notices of FIRMS.

NOTICE.

THE Undersigned has established him- self at the Premises formerly occupied by LAMMERT, ATKINSON & Co., Peddar's Wharf, as

AUCTIONEER, APPRAISER

AND COMMISSION AGENT.

All GOODS intrusted for SALE will be fully covered by FIRE INSURANCE.

G. R. LAMMERT.

Hongkong, July 1, 1879.

NOTICE.

FROM the 1st of OCTOBER, Dr EASTLACKE will receive his

PATIENTS at his new DENTAL ROOMS,

No. 50, Queen's Road Central, over the

MEDICAL HALL.

Hongkong, September 23, 1879.

Auctions.

PUBLIC AUCTION.

TO BE SOLD by PUBLIC AUCTION, shortly, on a day to be hereafter named, unless previously disposed of by private contract:—

THE HONGKONG DISTILLERY,

Situate at East Point, Hongkong, now

in Complete Working Order, and Capable

of Distilling upwards of 2,000

Gallons daily. The Property is of a most

valuable nature, comprising THREE

PIECES of GROUND close to the

water, viz.:—Inland Lots Nos. 749, 751

and 752, with the Substantially Built

Dwelling House and BUSINESS PRE-

MISES, erected specially for the pur-

pose only a few years since, together with the

MACHINERY, ENGINES, STILLS, VATS,

STOCK, and TRADE FURNITURE and FIT-

TINGS. For further Particulars, apply to

Messrs SHARP, TOLLER, and

JOHNSON,

Solicitors, Supreme Court House,

Hongkong.

Hongkong, March 5, 1879.

WASHING BOOKS.
(In English and Chinese.)

WASHERMAN'S BOOKS, for the use of Ladies and Gentlemen, are now ready at this Office.—Price, 4/- each.

CHINA MAIL Office.

For Sale.

FOR SALE.

THEOPHILE ROEDERER & Co's CHAMPAGNE,

awarded the

GOLD MEDAL at the PARIS EXHIBITION.

DRY VERZENAY MOUSSERUX:

Quarts.....\$17 per Case of 1 doz.

Pints.....\$18 " of 2 doz.

MEYER & Co., Agents.

Hongkong, August 21, 1879. 21fe80

F O R S A L E.

JULES MUMM & Co.'s CHAMPAGNE,

in Quarts and Pints.

GIBB, LIVINGSTON & Co.

Hongkong, May 26, 1879.

Intimations.

HONGKONG AND WHAMPOA DOCK COMPANY, LIMITED.

NOTICE TO SHAREHOLDERS.

CONTRIBUTING SHAREHOLDERS

are requested to send in an Account

of Business contributed during the Half-

year ended 30th June, 1879, on or before

September 30th, on which date the Ac-

counts will be closed.

By Order of the Board of Directors,

D. GILLES,

Secretary.

Hongkong, September 3, 1879. 21fe30

Intimations.

CHINA FIRE INSURANCE COMPANY, LIMITED.

ADJUSTMENT OF BONDS FOR THE YEAR

1878, AND TO THE 30TH JUNE, 1879.

SHAREHOLDERS in the above Com-

pany are requested to furnish the

Undersigned with a List of their CONTRIBU-

TIONS from the 1st January, 1878, to

the 30th June, 1879, in Order that the

Portion of the NET PROFITS to be Re-

served for CONTRIBUTORS may be ar-

For Sale.

MacEWEN, FRICKEL & Co.
13 QUEEN'S ROAD, AND 22 PRAYA,
Beg to direct special attention to their well
selected Stock of
WINES, SPIRITS, &c.

**CUTLER PALMER & Co.'s "CARTE
BLANCHE."**

HEIDSIC & Co.'s MONOPOLE,
Pints and Quarts.

**A DOLPHE COLLIN'S BOUZY
CABINET.**

**MUMM'S (JULES) CHAM-
PAGNE, Pints and Quarts.**

POMMERY

AND

**G RENO'S CHAMPAGNE.
NEYEN'S (BODEN)
BOUZY, Pts. & Qts.**

EXTRA SEC, Quarts.

**CHARLES HEIDSICK'S WHITE SEAL,
Pints and Quarts.**

**VEUVE CLICQUOT PONSARDIN, Pints
and Quarts.**

**THEOPHILE ROEDORER & Co.'s VER-
ZENAT MOUSSEUX, Pts. & Qts.**

KRUG'S CHAMPAGNE, Pints and Quarts.

MACEWEN, FRICKEL & Co.

**CUTLER PALMER & Co.'s CHA-
TEAU MOUTON.**

LORMONT, Pints

AND Quarts.

RAUZAN (CHATEAU), Pints and Quarts.

ERMITAGE LUDON.

THIBUEUF (CHATEAU), Pints & Quarts.

**CHATEAU LAROSE (CURIER AND
Ardet's), Pints and Quarts.**

CHATEAU LAFITE, Pints & Quarts.

LES GRAVES, Pints and Quarts.

BREAKFAST CLARET, Pts. & Qts.

OLD INVALID CLARET.

ST. JULIEN, &c. &c.

BREAKFAST CLARET.

MACEWEN, FRICKEL & Co.

**BURGANDY, HOCK, SHERRIES,
&c.**

**Cham-
berlin, Chablis
(White), Liebfraumilch,
Hockheimer, Niersteiner,
Steinberger Cabinet, Rudesheimer
Berg, Konin, Victoria Berg, Cha-
teau Yquem, Grand vin, Haut Sauterne,
Marsala, Saccone's Pale Dry White
Seal Sherry, Yellow Seal Amon-
tilado Sherry, Cutler Palmer
and Co.'s Sherry, In-
valid Port (1848),
Hunt's Port.**

MACEWEN, FRICKEL & Co.

**BRANDY, WHISKY, LIQUEURS,
&c.**

**1, 2
and 3 star
HENNESSY'S
BRANDY, LA
GRANDE MARQUE
BRANDY, CUTLER
PALMER & Co.'s BRANDY,
ROUVER GUILLET & Co.'s
BRANDY, 1 to 4 stars, Finest
Old BOURBON WHISKY, highly
recommended, KINAHAN'S LL Irish
WHISKY, JAMESON'S Irish WHISKY,
Royal GLENDEE WHISKY, AVH GIN,
SWAINE BOARD and Co.'s OLD TOM
GIN, LA GRANDE CHARTREUSE,
Green and Yellow; MARAS-
CHINO DE ZARA, CURA-
CAO, Pints and Quarts;
ANGOSTURA,
BOKER'S and
ORANGE
BITTERS,
&c., &c.,
&c.**

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MACEWEN, FRICKEL & Co.

Wednesday, Sept. 24.

THE LASCARROW TRAGEDY.

In this case a Javanese named Usoop was charged with murder. Mr Hayllar, instructed by Messrs Brereton and Wotton, defended the prisoner. He pleaded guilty to manslaughter, which plea was accepted, his Lordship complimenting the legal advisers of the accused on the good sense that dictated this plea.

Sentence reserved.

Sessions adjourned till Monday.

IN SUMMARY JURISDICTION.

(Before the Hon. the Acting Puisne Judge, J. J. Francis, Esq.)

Wednesday, Sept. 24.

THE NEW OPIUM-FARMER'S LEGAL DIFFICULTIES.

IMPORTANT DECISION.

BAN HOP AND ANOTHER v. LEE LUM, \$622.50. This was an action to recover \$500 liquidated damages for breach of contract, plus \$105 the value of seven balls of opium forfeited to the plaintiff by such breach of contract, under the terms of a special agreement signed by the parties, plus also \$17.50, a penalty imposed by the same contract upon the defendant in respect of these seven balls of opium (\$2.50 each) which he had been preparing without having given notice to the plaintiff, (the Opium-Farmer) of his intention to do so, with various particulars as agreed on.

The Hon. James Russell, instructed by Messrs Sharp, Toller & Johnson, appeared for the Opium-Farmer, and Mr Brereton for the defendant.

There were altogether three cases between these parties. In the first Lee Lum was sued for breach of contract, claiming liquidated damages \$500 and \$122.50 special damages. A cross-action was brought, in which Lee Lum sued for \$500 liquidated damages for the withdrawal of his license. In the other case one Lum Chan, an employee of the defendant in the chief action, who had been apprehended in connection with the police court proceedings arising from the action now complained of, and by that Court discharged, the case being referred to civil authority, sued the Opium Farmer for malicious prosecution. The case was last before the Court on the 15th inst.

The following is the Judgment now delivered by his Lordship:

Under the provisions of Ordinances No. 2 of 1858, and No. 1 of 1873, which are to be read and construed together and which may be cited as one Ordinance under the title of "The Excise Ordinance (Opium) 1858-1873," the Governor of this Colony in Council is authorized and empowered to grant unto any persons, for such considerations and upon such conditions and for such terms or periods and in such form as shall from time to time by the Governor in Council be regulated and determined and also previously notified to the public in the Hongkong Government Gazette, the sole privilege of boiling and preparing opium and of selling and retailing within this Colony or the waters thereof opium so boiled or prepared. Mr Ban-hop, one of the plaintiffs in this case, is, as appears from notification dated 21st January last, and published in the Government Gazette of the 22nd of the same month, the grantee for the time being of this exclusive privilege. By another section of the same Ordinance (Sec. iii of Ord. No. 2 of 1858) the grantee of this privilege is himself empowered to issue licenses to all proper persons, authorizing them to boil and prepare opium and to sell and retail opium so boiled and prepared. On the 1st June last Mr Ban-hop, under the provisions of this last mentioned section, issued his license to the defendant, Lee Lum of the Wing Loong shop, No. 3, Queen's Road West, to prepare and sell prepared Patna opium for the period of three months from the 1st day of June. This license read as follows:

"Lee Lum, of the Wing Loong shop No. 3, Queen's Road West, is licensed under the conditions contained in a special agreement entered into this day to prepare and sell prepared Patna opium for the period of three months from the 1st day of June, 1879.

"Ban Hop & Co."

"Opium Farmer."

On the same day Lee Lum signed a document which is put in by the plaintiffs as being the special agreement referred to in the above license and which in fact purports to be an agreement between the Man Wo Fung Company for Ban Hop for and on behalf of Ban Ho Hong & Co., the holder of the Government license or monopoly for the preparation and sale of prepared opium pursuant to Ord. No. 2 of 1858 the first part, Lee Lum of the second part, and a surety of the third part. This document, after reciting that Lee Lum had obtained a license to prepare and retail opium at the above mentioned shop, goes on to state:

"1st.—The term for which the license is granted, the date at which it commenced, the amount of the monthly fee and that it is to be paid in advance.

"2nd.—That a deposit equal to one month's fee is to be also paid in advance.

"3rd.—That the license is for a period certain and cannot be thrown up before the termination of that period.

"4th.—That the fee is payable within certain dates and that default will entail certain consequences.

"5th.—That the license is good only for the premises named.

"6th.—That it is not transferable.

"7th.—That every ball of opium prepared should pay, over and above the monthly fee, a special fee of \$2.50; that before preparing Opium a note of the quantity shall be sent to the company; that any larger quantity prepared than that reported shall be seized and shall entail a forfeiture of the deposit money, a withdrawal of the license and a prosecution and fine.

The eighth clause stipulates that no opium shall be boiled except between the hours of 6 a.m. and 6 p.m. without special leave, and that opium boiled at other hours without leave shall be subject to forfeiture and that the licensee shall be prosecuted and fined.

The ninth clause gives the company full power to inspect the licensee's premises at any time. Obstruction is considered a breach of agreement entitling withdrawal of license, forfeiture of money paid, and liability to fine and prosecution.

Clause 10 provides for the quality of the opium to be prepared.

Cluses 11, 12, 13, and 14 provide certain checks on the quantity prepared so as to ensure the due payment of the fees.

Clause 15 provides for exhortation of opium and payment of an *ad valorem* fee.

Clause 16 requires the licensee not to move his business premises without reporting and obtaining leave.

Clause 17 stipulates for proper furnaces under pain of revocation of license.

Clause 18 requires the licensee to make good to the company any loss or damage it may suffer by any breach on his part of this agreement or for any term thereof.

Clause 19 declares the English version of the document (it was executed in English and Chinese) to be the authoritative version.

Section 20 sets forth that to all the above written conditions the licensee and his surety have consented, and that in case of the breach of any of them, besides fines to be inflicted by the authorities, the licensee or his surety will pay \$500 to the Company, not by way of penalty but as compensation in the nature of liquidated damages, and the company shall be at liberty to withdraw the license.

This document is duly stamped as an agreement and its execution by the defendant is admitted. It is also admitted that if he had not signed this document his license would not have been granted him. The license and the so-called special agreement, although in fact two separate documents, are in effect but parts of one and the same transaction and must be read and construed together, one being the consideration for the other. The so-called special agreement cannot stand alone as it recites a past consideration. The license cannot be considered by itself as it embodies by explicit reference, the whole of the terms and conditions contained in the other paper. Whatever was the design of the parties in throwing the affair into this particular form and whatever they hoped to attain by it, I can only regard the two documents as one, and I shall deal with the case as if the whole of the clauses contained in the so-called special agreement had been set out *verbally* in the license as conditions and limitations upon the permission thereto granted.

Prima facie the defendant having accepted and acted upon the license is bound by the conditions and stipulations contained in it, whether expressly or by reference, and his legal liability is in no way affected by the way in which I propose to regard the two documents. In this action plaintiffs, Ban Hop and Cheang Hong Lim, who describe themselves as trading together as Opium monopolists, sue the defendant Lee Lum for damages \$622.50 and allege that he has been guilty of a breach of two of the conditions on which he accepted his license from them. They say, first, that he has violated the 7th of the conditions by boiling opium without having first reported to the Company the quantity he was about to boil, thereby evading the payment of the extra fee of \$2.50 a ball which he had bound himself to pay. They say, secondly, by that he has been guilty of a breach of the 8th condition by boiling opium after 6 p.m. on the 6th August last without special leave having been granted by the Company. The plaintiffs claim their fee of \$2.50 per ball on every ball of opium boiled without having been reported. They further claim the opium or its value as forfeited. They ask in addition for the agreed sum of \$500 as liquidated damages. I disregard the fact, which may be of some importance in itself, that whereas the opium farm was leased to one person only, and the power to grant licenses is conferred by Ordinance on him alone, this license bears the signature of a firm consisting of two partners, one of whom is in the opium farmer, and these two partners are suing on a contract made with them jointly. If there is any irregularity in this it is I think one that may be waived by the parties, and in this case no objection having been taken at the bar I consider it waived. I shall deal with the case as if Ban Hop were the sole plaintiff and as if he alone were mentioned in the license and so-called special agreement. Upon the evidence I find defendant did upon the 6th day of August last boil opium after the hour of 6 p.m. without having obtained special leave from the company for that purpose, and without the existence of any great need for preparing opium which might possibly under the provisions of Section 7 dispense him from asking leave. I find further as a fact to my mind clearly proved that on the 6th August the defendant prepared five balls of Patna opium without having sent in to the company any note of the same and without having paid and without having any intention of paying the fee of \$2.50 per ball which he had undertaken to pay. It need not comment on the evidence. It was all one way and leads to but one conclusion. If I could decide the case on the facts, I should give judgment for the plaintiff in this action, and I should assess the damages payable by the defendant to the plaintiff at \$87.50; that is, the value of the five balls of opium at \$15 the ball, plus the fee of \$2.50 each I cannot give the \$500. It is perfectly clear that it is here in the nature of a penalty and must be treated as such. I should also of course give the plaintiffs their costs of this action, certifying for counsel, and of the cross-action against them for the withdrawal of the license which I should dismiss. I mention these things now because they may hereafter facilitate any appeal that may be had against the decision I am about to give, based entirely upon the legal aspects of this case. After a long and very careful consideration and study of the subject I have come to the conclusion that it is not in the power of the opium farmer, i.e. of the holder of the sole privilege of boiling and preparing opium under section No. 2 of Ord. 2 of 1858, to annex to licenses granted by him under section III of the same ordinance conditions which have not been regulated by the Governor in Council and previously notified to the public in the Government Gazette. It is admitted that the conditions annexed to Lee Lum's license and for breach of which he is now sued have not been regulated by the Governor in Council and have not been notified to the public in the Government Gazette. I therefore hold the conditions to be not merely void but void. It is conceded that but for the provisions of Section III of Ordinance 2 of 1858 the opium farmer would have no power to grant licenses to any one. It is a statutory power conferred upon an individual in the main for his own benefit. It is contained in an ordinance which retards, by creating a monopoly, the common law rights of the subject and imposes a burden upon them. It must according to all the canons of construction be construed strictly and in favour of the subject. The section is as follows:—"The person, if any, actually holding any such privilege, or in default of any such person, his Excellency in Council is hereby empowered to grant licenses to all proper persons, authorizing them to boil and pre-

pare opium, and to sell and retail opium so boiled and prepared; but such licenses shall be granted subject to such conditions as shall from time to time be by His Excellency in Council regulated and previously notified in manner aforesaid."

If the section ended with the word prepared in the third line, and simply conferred a power without any limitations or exception it would clearly be exercisable subject to the rule, that when an act gives anything generally and without any special intention declared or rationally inferred it gives it always subject to the general control and order of the common law, the opium farmer would have been free to enter into any such contracts with his licensee as he might think fit. But the section goes on to say,—"But such licenses shall be granted subject to such conditions as shall from time to time be, by His Excellency in Council, regulated and previously notified in manner aforesaid."

Then the rule I think properly applies that where a statute introductory of a new law directs anything to be done in a certain manner, that thing shall not, although there are no negative words, be done in any other manner. This ordinance introduces a new law, and confers a special and exceptional power and authority on one man. It directs the manner in which he shall exercise that authority and power, and although there are no negative words in the Section, although it does not read "but such licenses shall be granted subject only" to such conditions etc., it seems to me that it must be so read and construed. It was urged at the Bar by the learned Attorney General that while the opium farmer must issue his license subject to the conditions approved and notified as required by the ordinance and cannot add any of his own which run counter to these, still that in matters not provided for by the approved and published conditions he may make his own terms, as for example as to the amount of the fees to be paid him for the license. That his freedom of contract *dehors* the regulations is not taken away. All freedom of action, all his common law rights in respect of the preparation and sale of prepared opium are taken away in common with those all other inhabitants of the Colony by the general prohibition in Sec. V of Ordinance No. 2 of 1858. The sole rights and powers are those given him by the provisions of Sections II and III and of the regulations made, under them. (C) course the words of the section do not of themselves and by their own force import the negative which I have introduced into them, and the clause may therefore be treated as doubtful and ambiguous. The rule then is that their meaning and intention shall be sought from a consideration of the whole and of every part of this Ordinance taken and compared together.

"The meaning of the law and the intention of the Legislature are to be discovered and deduced from the view of the whole and every part of the statute taken and compared together." * * * * "It is the most natural and genuine expression of a statute to construe one part by another part of the same statute for that but expresses the meaning of the maker." (Dwarris.)

Such a construction is *ex visceribus actis*. Applying this canon of construction and studying the consolidated ordinance as a whole it appears to me that it was the deliberate intention of the Legislature in passing Ordinance No. 2 of 1858 to require that the conditions on which the opium farmer is to be granted a license should be submitted to and approved of by the Governor in Council and notified to the public in the Government Gazette before he could lawfully issue a license. The English Community have more at stake than the Chinese, as they act as agents for the insurance office.

The continual advising with Chinese in my opinion quite *infra dig.* on the part of the Governor. He forgets that this is an English Colony, to be governed according to English ideas, not Chinese.

Yours faithfully,

X. Y. Z.
[For further particulars and explanation see the fullsome and scurrilous pages of a paper published at Tokio, Japan.—Ed. C. M.]

defendant in suit No. 745. Judgment for plaintiff in the cross-action, damages & costs.

No costs in either suit.

Hon. Mr Russell stated that his client would appeal.

His Lordship said he had made a clear finding on facts, so that if an appeal was taken on the point of law it would be clearly on the point of law. If an appeal against his finding of facts were taken, it would be an appeal on the ground that the judgment was against the weight of evidence. What was to be done with regard to the action for damages for malicious prosecution?

Mr Brereton: Perhaps I will not go on.

This being agreed, after some conversation,

Mr Russell asked for costs.

Mr Brereton said he never knew costs given in a case which was withdrawn.

His Lordship refused costs.

Police Intelligence.

(Before the Hon. C. B. Plunket.)

Wednesday, Sept. 24.

THE SALE AND PURCHASE OF A GIRL.

CHAN A-chit and YOUNG A-sam, charged,

the former with buying and the latter selling,

a girl aged eleven years, named Chan A-cheung, on the 11th inst., were again brought up. The case has been heard before the Court several times. The second prisoner is defended by Mr Denny. Evidence was given by P. S. Hennessy and Inspector Thomson as to the apprehension and the statements of the prisoners in the earlier stage of these proceedings. The prisoner defended by Mr Denny was at first only a witness in the case, and has been, and is again allowed to be, on bail in \$100. A bill of sale signed by the child's parents was produced. The case stands adjourned till to-morrow at 2 p.m.

CORRESPONDENCE.

To the Editor of the "CHINA MAIL."

Hongkong, Sept. 24.

Sir,—When reading your report of the depuration to the Governor about the Hongkong Fire Brigade I was much struck with the remark of H. E. that he had consulted the Chinese.

How miserably the Governor mistakes his position in nearly everything he does. Why should he be so insulting to the many excellent English people in our midst as to prefer consulting with the Chinese? Are to the Chinese so well up in battling with fires? if so it is news to me. The English Community have more at stake than the Chinese, as they act as agents for the insurance office.

The continual advising with Chinese in my opinion quite *infra dig.* on the part of the Governor. He forgets that this is an English Colony, to be governed according to English ideas, not Chinese.

Yours faithfully,

X. Y. Z.
[For further particulars and explanation see the fullsome and scurrilous pages of a paper published at Tokio, Japan.—Ed. C. M.]

LATE TELEGRAMS.

It may be noted that the Straits Times version of the Afghan telegram relating to the Amerer is the same as that given at Shanghai,—"General Roberts has required the Amerer to prove his friendship. The frontier is quiet, Kandahar tranquil." This, as we have already pointed out, differs materially from the construction placed upon it in Hongkong.

We take the following from our Singapore contemporary, the Times:—

London, Sept. 15.—The Amerer will be called upon to co-operate with the British advance, and to publicly recognize the justice and expediency of the measures taken to punish the outrage.

London, Sept. 15.—The Daily Telegraph publishes a telegram from Simla, which states that the complicity of the Amerer is now undoubted, that a large army is covering Cabul, with which town all communication is cut off.

London, Sept. 16.—The Amerer has again written to express his deep distress at the massacre and his anxiety to have the confidence of the British Government.

The British have advanced to Kandahar, the headmen of which are friendly. The tribes generally are quiet.

NEWS BY THE "GAELIC."

The O. & O. S. S. Gaelic, Captain Kidley, from San Francisco Aug. 23, and Yokohama Sept. 17, arrived this morning. She brings little news:—

New York, August 15.—The steamship Gordon Castle, from Yokohama June 2nd, and Singapore June 21st, has arrived in port with about 3,100 tons of tea. This is said to be the first full cargo of tea exclusively that has ever arrived in this port from Japan.

New York, August 15.—The Herald has despatched, announcing that the Arctic steamer Jeannette arrived at the port of Ilulissat, Island of Ounalaska, on August 2nd. She was to sail on August 16th for St. Michael's, after taking a supply of fresh water and provisions.

Rome, August 19.—Countess Lamborini intends applying to the Court of Appeal for a revocation of the decision in the Cardinal Antonelli case, basing her plea upon new evidence revealing her mother's name.

Paris, Aug. 21.—An article in the *Liberté* says that war between Russia and China is imminent. The Russians are about to cross the frontier.

London, Aug. 22.—Lord Dufferin, it is said, will succeed Lord Lytton as Viceroy of India.

London, August 22.—The Standard's correspondent at Hendaye telegraphs: The Chinese Legation, which came to Spain to make a treaty in relation to opium traffic, has left the country. The Chinese Consul at Havana and Porto Rico will leave in a short time for their posts. The Legation will start for Peru and Mexico in a few weeks, to negotiate with regard to op

FR. R.

NOTICE.

COMPAGNIE DES MESSAGERIES
MARITIMES.
PAQUEBOTS POSTE FRANCAIS.

STEAM FOR
SAIGON, SINGAPORE, BATAVIA,
POINT DE GALLE,
ADEN, SUEZ, ISMAILIA, PORT
SAID, NAPLES, AND
MARSEILLES;

ALSO,
BOMBAY, MAHE, ST. DENIS, AND
PORT LOUIS.

ON TUESDAY, the 30th September, 1870, at Noon, the Company's S. S. *IRAOUADDY*, Commandant MAG, with MAILED, PASSENGERS, SPECIE, and CARGO, will leave this Port for the above places.

Cargo and Specie will be registered for London as well as for Marseilles, and accepted in transit through Marseilles for the principal places of Europe.

Shipping Orders will be granted until Noon.

Cargo will be received on board until 4 p.m., Specie and Parcels until 3 p.m. on the 29th September, 1870. (Parcels are not to be sent on board; they must be left at the Agency's Office.)

Contents and value of Packages are required.

For further particulars, apply at the Company's Office.

G. DE CHAMPEAUX,
Agent.

Hongkong, September 17, 1870. *se30*

U. S. MAIL LINE.
PACIFIC MAIL STEAMSHIP
COMPANY.

THROUGH to NEW YORK, VIA
OVERLAND RAILWAYS, AND TOUCHING
AT YOKOHAMA, AND SAN FRANCISCO.

THE U. S. Mail Steamship *CITY OF PEKING* will be despatched for San Francisco, via Yokohama, on WEDNESDAY, the 1st October, at 3 p.m., taking Passengers, and Freight, for Japan, the United States, and Europe.

Through Bills of Lading issued for transportation to Yokohama and other Japan Ports, to San Francisco, to Atlantic and Inland Cities of the United States via Overland Railways, to Havana, Trinidad, and Demerara, and to ports in Mexico, Central and South America by the Company's and connecting Steamers.

Through Passage Tickets granted to England, France, and Germany by all trans-Atlantic lines of Steamers.

On Through PASSAGES to EUROPE, a REDUCTION is granted to OFFICERS OF THE ARMY AND NAVY, and MEMBERS OF THE CIVIL AND CONSULAR SERVICES IN COMMISSION.

Freight will be received on board until 4 p.m., the 30th September. Parcel Packages will be received at the office until 5 p.m. same day; all Parcel Packages should be marked to address in full; value of same is required.

Consular Invoices to accompany Overland Cargo should be sent to the Company's Offices in Sealed Envelopes, as issued to the Collector of Customs at San Francisco.

For further information as to Passage and Freight, apply to the Agency of the Company, No. 9, Praya Central.

RUSSELL & Co., Agents.
Hongkong, September 8, 1870. *oc1*

Occidental & Oriental Steamship Company.

TAKING THROUGH CARGO AND PASSENGERS FOR THE UNITED STATES AND EUROPE,
IN CONNECTION WITH THE
CENTRAL
and

UNION PACIFIC AND CONNECTING
RAILROAD COMPANIES
AND

ATLANTIC STEAMERS.

THE S. S. *GAELO* will be despatched for San Francisco via Yokohama, on THURSDAY, October 16th, 1870, at 3 p.m., taking Cargo and Passengers for Japan, the United States, Mexico, Central and South America, and Europe.

Connection is made at Yokohama, with Steamers from Shanghai.

Freight will be received on Board until 4 p.m. of the 15th October. PARCEL PACKAGES will be received at the Office until 5 p.m. same day; all Parcel Packages should be marked to address in full; value of same is required.

A REDUCTION is made on RETURN PASSENGER TICKETS.

Consular Invoices to accompany Overland, Mexican, Central and South American Cargo, should be sent to the Company's Offices addressed to the Collector of Customs, San Francisco.

For further information as to Freight on Passage, apply to the Agency of the Company, No. 37, Queen's Road Central.

H. M. BLANCHARD,
Acting Agent.
Hongkong, September 12, 1870. *oc16*

INTIMATIONS.

NOTICE.

KEROSENE OIL Landed and Stored in FIRST-CLASS GODOWNS constructed expressly for the purpose.

For Terms, apply to

RUSSELL & Co.
Hongkong, August 26, 1870. *se26*

NOTICE.

THE Undersigned have been appointed AGENTS to the NEW YORK BOARD OF UNDERWRITERS.

ARNHOLD, KARBERG & Co.

RECORD OF AMERICAN AND FOREIGN SHIPPING.
Agents,
ARNHOLD, KARBERG & Co.

Bangkok, Sept. 3, 1870. *se20*

INTIMATIONS.

DENTAL NOTICE.

DR. ROGERS will visit SHANGHAI during the Summer Months, leaving HONGKONG on the 1st of April next, and returning about 1st November.

Hongkong, February 10, 1870.

NEWS FOR HOME.

The Overland China Mail.
(The oldest Overland Paper in China.)

PUBLISHED AT THE "CHINA MAIL" OFFICE
TIME FOR THE ENGLISH MAIL.

Containing from 72 to 84 columns of closely printed matter.

THIS Mail Summary is compiled from the Daily *China Mail*, is published twice a month on the morning of the English Mail's departure, and is a record of each fortnight's current history of events in China and Japan, contributed in original reports and collated from the journals published at the various ports in those Countries.

It contains Shipping news from Shanghai, Hongkong, Canton, &c., and a complete Commercial Summary.

Subscription, 50 cents per Copy (postage paid 56 cents.) \$12 per annum (postage paid \$13.50.)

Orders should be sent to GEO. MURRAY BAIN, *China Mail* Office, 2, Wyndham Street, not later than the evening before the departure of the English Mail Steamer.

Terms of Advertising, same as in Daily *China Mail*.

SAILORS' HOME.

ANY Cast-off CLOTHING, BOOKS, or PAPERS will be thankfully received at the Sailor's Home, West Point.

INSURANCES.

CHINESE INSURANCE COMPANY,
(LIMITED.)

NOTICE.

POLICIES granted at current rates on Marine Risks to all parts of the World. In accordance with the Company's Articles of Association, Two Thirds of the Profit, are distributed annually to Contributors whether Shareholders or not, in proportion to the net amount of Premium contributed by each, the remaining third being carried to Reserve Fund.

J. BRADLEE SMITH,
Secretary.

Hongkong, December 9, 1870.

MANCHESTER FIRE ASSURANCE
COMPANY OF
MANCHESTER AND LONDON.

ESTABLISHED 1824.

Capital of the Company £1,000,000 Sterling
of which is paid up £100,000
Reserve Fund upwards of £120,000
Annual Income £250,000

THE Undersigned have been appointed Agents for the above Company at Hongkong, Canton, Foochow, Shanghai, and Hankow; and are prepared to grant Insurances at current rates.

HOLLIDAY, WISE & CO.
Hongkong, October 15, 1868.

QUEEN FIRE INSURANCE
COMPANY.

THE Undersigned are prepared to grant Policies against Fire to the extent of £45,000 on Buildings, or on Goods stored therein, at current local rates, subject to a discount of 20% on the Premium.

NORTON & CO.,
agents.

Hongkong, January 1, 1874.

FOR SALE.

NOW READY.

A CHINESE DICTIONARY IN THE
CANTONESE DIALECT. Parts I.
and II., A to M, with Introduction. Royal
Svo, pp. 404.—By ERNEST JOHN EITEL,
Ph.D., Tübingen.

Price: FIVE DOLLARS, OR TWO DOLLARS
AND A HALF per Part.

To be had from MESSRS LANE, CRAWFORD
& CO., Hongkong and Shanghai; and MESSRS
KELLY & WALSH, Shanghai.

Hongkong, March 1, 1878.

NOW READY.

YENG-SHUI; OR, THE RUDIMENTS OF
NATURAL SCIENCE IN CHINA. By Dr.
E. J. EITEL. One Volume. Svo. Price.
\$1.50.

BUDDHISM, ITS HISTORY, THEORY AND
POPULAR RELIGION, in three Lectures.
By Dr. E. J. EITEL. Second Edition. One
Volume. Svo. Price, \$1.50.

Orders will be received by MESSRS LANE,
CRAWFORD & CO.

Hongkong, July 31, 1878.

TO LET.

STORAGE.

GODS RECEIVED on STORAGE in
GODOWNS in PEDDAE'S WHARF
BUILDINGS, at Moderate Terms.

Apply to

G. R. LAMMERT.

Hongkong, August 9, 1879.

TO LET.

A FIRST-CLASS GODOWN on the
Praya.

Apply to

VOGEL & CO.

Hongkong, July 28, 1879.

TO LET.

ON MARINE LOT No. 65, FIRST-CLASS
GRANITE GODOWNS.

Apply to

MEYER & CO.

Hongkong, July 25, 1879.

TO LET.

WITH Large TENNIS LAWN.
SHARP & DANBY,
No. 6, Queen's Road Central,
late MESSRS E. D. SASSOON & CO.

Hongkong, May 10, 1879.

TO LET.

HOUSE No. 7, PEDDAE'S HILL.

DAVID SASSOON, SONS & CO.

Hongkong, April 29, 1879.

INSURANCES.

SWISS LLOYD
TRANSPORT INSURANCE COMPANY
OF WINTERTHUR.

INSURANCES granted on MARINE
RISKS to all parts of the World.

MEYER & CO., Agents.

Hongkong, June 3, 1879. *3jn80*

FIRE AND LIFE.

INSURANCES against FIRE granted at
Current Rates. Considerable Reduction
in Premium for LIFE Insurance in
China.

MEYER & CO., Agents.

Hongkong, June 3, 1879. *3jn80*

INSURANCES.

CHINESE INSURANCE COMPANY,
(LIMITED.)

NOTICE.

POLICIES granted at current rates on
Marine Risks to all parts of the World.
In accordance with the Company's Articles
of Association, Two Thirds of the Profit,
are distributed annually to Contributors
whether Shareholders or not, in proportion
to the net amount of Premium contributed
by each, the remaining third being carried
to Reserve Fund.

J. BRADLEE SMITH,
Secretary.

Hongkong, December 9, 1870.

Merchant Vessels in Hongkong Harbour.

Exclusive of late Arrivals and Departures reported to-day.

To facilitate finding the position of any vessel in the Harbour, the Anchorage is divided into eight Sections, commencing at Green Island. Vessels near the Hongkong shore are marked *a*, near the Kowloon shore *b*, and those in the body of the Section.

1. From Green Island to the Gas Works.
2. From Gas Works to the Novelty Iron Works.
3. From Novelty Iron Works to the Harbour Master's Office.
4. From Harbour Master's Office to Peddar's Wharf.
5. From Peddar's Wharf to the Naval Yard.
6. From Naval Yard to the Pier.
7. From Pier to East Point.
8. From East Point to the Gas Works.

Vessel's Name.	Anchor. Age.	Captain.	Flag and Rig.	Tons.	Date of Arrival.	Consignees or Agents.	Destination.	Remarks.
Steamers								
Atholl	7 h	Thomson	Brit. str.	912	Sept. 10	Geo. R. Stevens & Co.		
Bombay	2 h	Brit.	str.	749	Feb. 12	Kwok Acheong	Shanghai	To-morrow
Chinkiang	4 c	Irr.	Brit. str.	799	Sept. 24	Siemens & Co.	Y'hama & San Francisco	1st pr.
City of Peking	5 h	Berry	Amer. str.	6079	Sept. 21	P. M. S. S.		